



Houston County Board of Commissioners Meeting

Perry, Georgia

May 19, 2020

3:00 P.M.

**HOUSTON COUNTY COMMISSIONERS MEETING**

**Perry, Georgia**

**May 19, 2020**

**3:00 P.M.**

**Call to Order**

**Turn Off Cell Phones**

**Invocation** - Commissioner Walker

**Pledge of Allegiance**

**Approval of Minutes from May 5, 2020**

**New Business:**

1. Personnel Request (Public Buildings) – Commissioner Walker
2. Personnel Request (Fire Department) – Commissioner Walker
3. Acceptance of Grant (Coronavirus Emergency Supplemental Funding) – Commissioner Walker
4. Approval of Bid (Tidwell Road Emergency Culvert Replacement) – Commissioner McMichael
5. Equipment Purchase (District Attorney / Forfeiture Funds) – Commissioner McMichael
6. Acceptance of Road (Hill Road) – Commissioner McMichael
7. Temporary Road Closure (Moss Oaks Road / Bridge Replacement) – Commissioner Thomson
8. Change Order (Environmental Health Building) – Commissioner Thomson
9. Consultant Service Agreement (Elberta Road / Luster National) – Commissioner Thomson
10. Board Appointment (Library Board) – Commissioner Thomson
11. Board Appointment (Middle Flint Behavioral Healthcare CSB) – Commissioner Robinson
12. Independent Contractor Agreements (Conflict Attorneys) – Commissioner Robinson
13. Approval of Bills – Commissioner Robinson

**Public Comments**

**Commissioner Comments**

**Motion for Adjournment**

Director of Operations Robbie Dunbar has requested the elimination of one part-time ground maintenance position at a cost-savings of \$4,350 to allow for the change of the Facilities Superintendent position from a grade 24 to a grade 25 which is a cost of \$1,040. By eliminating the part-time position there is a net savings of \$3,310 to the facilities budget. This action is due to the increase in management role and added responsibilities for construction and maintenance contracts for Houston County facilities. Staff recommends approval of this request.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the elimination of one part-time ground maintenance position in the Public Buildings Department and the change of the Facilities Superintendent position from a Grade 24 to a Grade 25 effective June 2, 2020.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

---

# Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar, Director of Operations 

Date: April 30, 2020

Re: Public Buildings

---

Due to an increase in management role and responsibilities for construction and maintenance contracts for Houston County Facilities, please consider the following:

Eliminate one of the part-time ground maintenance positions at a cost of \$4,350 to allow the Facilities Superintendent change from grade 24 to grade 25, which is an increase of \$1,040. By eliminating the part time position, this will be a net savings to the facilities budget of \$3,310.

Please consider approval to change the Facilities Superintendent pay grade to grade 25 effective June 2, 2020. This will make the Facilities Superintendent's pay grade equal to the other superintendents.

The construction of the new fire station at Lake Joy is nearing completion and Chief Stoner has requested approval to begin recruiting and staffing for that full-time station. Although these additional positions were anticipated in the current FY20 budget and funds are available the Board would need to authorize the creation of the three Corporal positions and the one additional Firefighter position that will be necessary to fully staff the station. Staff recommends approval of this request with the understanding that the positions will not be filled prior to June 2, 2020.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the creation of three Corporal positions (Grade 17) and one Firefighter position (Grade 15) in the Fire Department effective June 2, 2020. There are no additional funds required for these positions in the FY20 budget.**



---

---

## Houston County Personnel Department

Houston County Board of Commissioners  
200 Carl Vinson Parkway  
Warner Robins, GA 31088  
478/542-2005 (Office) 478/542-2118 (Fax)

---

---

To: County Commissioners  
From: Kenneth Carter  
Date: May 8, 2020  
Re: Fire Station 5 Staffing

---

Please see the attached request from Chief Stoner to begin the recruiting and staffing for Station 5. I have confirmed that funding is available for these positions.

# Memo



**To:** Robbie Dunbar, Director of Operations  
**From:** Christopher R. Stoner, Chief  
**cc:**  
**Date:** May 7, 2020  
**Re:** Fire Station 5 Staffing

---

ICB has informed me that Fire Station 5 should be completed within 60 days. In the FY20 budget, we had anticipated this station being open and anticipated the need for funding of 3 Corporal positions as well as 1 additional Firefighter position. Although these 4 positions were funded, they were not added to staffing until the station neared completion.

To allow time to recruit, I request to add these 3 Corporal positions and 1 Firefighter position effective May 20, 2020. These positions will not be staffed before June 2, 2020.

Thank you for your consideration of this request and helping us better serve the citizens of Houston County.

The Department of Justice through their Bureau of Justice Assistance has made available federal funds from the Coronavirus Emergency Supplemental Funding (CESF) Program that allows local governments to be reimbursed for a broad range of activities, supplies and equipment to prevent, prepare for, and respond to the coronavirus. We were notified that we are eligible for \$58,008 under this grant program. The County has expended that much and more in its efforts to responsibly ensure the safety of our citizens and employees. Eligible expenditures have been submitted and our application has been approved. Staff recommends acceptance of this grant which requires no match from the County.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign and accept the FY20 Coronavirus Emergency Supplemental Funding (CESF) Grant #2020-VD-BX-0452 through the Department of Justice Bureau of Justice Assistance in the amount of \$58,008.**





Department of Justice (DOJ)  
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 13, 2020

Chairman Tommy Stalnaker  
Houston County  
200 Carl Vinson Parkway  
Warner Robins, GA 31088-5896

Dear Chairman Stalnaker:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Houston County for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$58,008. These funds are for the project entitled FY 20 Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Houston County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Flora D. Lawson, Program Manager at (202) 305-9216; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
2020-VD-BX-0452

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Flora D. Lawson  
(202) 305-9216

2. PROJECT DIRECTOR (Name, address & telephone number)

Jacob Cox  
Community Planner  
200 Carl Vinson Parkway  
Warner Robins, GA 31088-5896  
(478) 542-2116

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 20 Coronavirus Emergency Response

5. NAME & ADDRESS OF GRANTEE

Houston County  
200 Carl Vinson Parkway  
Warner Robins, GA 31088-5896

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 58,008

10. DATE OF AWARD

05/13/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

Bids were solicited for the Tidwell Road Emergency Culvert Replacement project with four contractors submitting. This work requires the closure of Tidwell Road for one week with a detour. Staff recommends award to low bidder LeClay Construction for \$52,943.12.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the award of the Tidwell Road Emergency Culvert Replacement project to LeClay Construction of Perry in the amount of \$52,943.12 with a one-week temporary road closure.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

# MEMORANDUM

OK  
*[Signature]*

**To:** Houston County Board of Commissioners  
**From:** Ronnie Heald *RJH*  
**Date:** May 7, 2020  
**RE:** Tidwell Road Emergency Culvert Replacement

Below are the bids received to replace the culvert on Tidwell Road which consist of two 48" pipes. The work will require Tidwell road to be closed for 1 week with a detour. The contractor can start work in about two weeks.

Name of Bidder	Amount of Bid
LeClay Construction, Inc.	\$ 52,943.12
Jecon	\$ 131,800.00
Johnny Walker	\$ 99,204.96
LaKay Enterprises, Inc.	\$ 64,407.00

**Based on the bids, the Engineering department recommends LeClay Construction, Inc. to perform the construction at the bid price of \$ 52,943.12, with a road closure.**

District Attorney Hartwig has requested approval to purchase one copier from GDP Technologies for \$4,885 for use in his office and also an NVR, disk drives and a battery back-up device from CDW-G for \$4,027.70 to upgrade the courthouse security system. DA Hartwig will reimburse the County for the entire amount from forfeiture funds.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the purchase of one Xerox C8035 copier from GDP Technologies in the amount of \$4,885 and the purchase of one NVR, eight disk drives and a battery back-up device from CDW-G in the total amount of \$4,027.70. DA Hartwig will reimburse the County for the total of \$8,912.70 from forfeiture funds.**



**HOUSTON COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828  
(478) 218-4800 • FACSIMILE (478) 218-4805

**MARK E. BAKER**  
PURCHASING AGENT

## **M E M O R A N D U M**

**TO:** Houston County Board of Commissioners  
**FROM:** Mark E. Baker  
**CC:** Barry Holland  
**DATE:** May 13, 2020  
**SUBJECT:** Purchase of Copier for the DA's Office

---

The DA's Office is requesting approval to purchase a C8035 Xerox copier with stapling and fax capabilities from GDP for a total of \$4885.00 to be reimbursed with forfeiture funds. Initially the funds will be charged to 100-2200-53.1600.



**HOUSTON COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828  
(478) 218-4800 • FACSIMILE (478) 218-4805

**MARK E. BAKER**  
PURCHASING AGENT

## **M E M O R A N D U M**

**TO:** Houston County Board of Commissioners  
**FROM:** Mark E. Baker  
**CC:** Barry Holland  
**DATE:** May 13, 2020  
**SUBJECT:** Purchase of Copier for the DA's Office

---

The DA's Office is requesting approval to purchase an NVR, eight Disk Drives, and a Battery Backup from CDW-G, for the Courthouse Security System, for a total of \$4027.70 to be reimbursed with forfeiture funds. Initially the funds will be charged to 100-2200-53.1100.

# 6

Public Works staff have completed acquisition of the necessary rights-of-way from adjacent property owners for the Hill Road extension project. Although the City of Perry has annexed the existing portion of Hill Road, the extension will be County-maintained and deeded right-of-way. Public Works is requesting that this 0.29-mile (1,516 LF) length of Hill Road be added to the Houston County Road Inventory.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

- approve**
- disapprove**
- table**
- authorize**

**the addition of the 0.29-mile (1,516 LF) extension of Hill Road to the Houston County Road Inventory.**





**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

---

## MEMORANDUM

**To:** Houston County Board of Commissioners  
**From:** Ronnie Heald  
**Date:** May 8, 2020  
**RE:** Acceptance of Right-of-Way for Hill Road Extension

Handwritten initials "EK" and a signature.

---

Please consider this request to accept the extension of Hill Road into the Houston County Road Inventory.

The Houston County Public Works Department has completed acquisition of the necessary rights-of-way from the adjacent property owners for this extension. The existing portion of Hill Road has been annexed by the City of Perry. This portion of Hill Road will be County maintained, deeded right-of-way.

The total length of roadway added to the Houston County Road Inventory is 0.29 mile (1,516LF).

Thank you for your consideration of this request.

Public Works staff is requesting the temporary 90-day closure of Moss Oaks Road at the Big Indian Creek Bridge to allow for the replacement of the existing bridge. The contractor, Reeves Construction Company, anticipates beginning work on June 15, 2020 with traffic being re-directed with an approval detour plan.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the temporary 90-day (maximum) closure of Moss Oaks Road at the Big Indian Creek Bridge beginning on the planned June 15, 2020 commencement of construction by Reeves Construction Company.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
P: (478) 987-4280 F: (478) 988-8007

---

# MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Blake Studstill, Environmental Engineer *BS*

**CC:** Ronnie Heald, Senior Civil Engineer

**Date:** May 8, 2020

**RE:** Moss Oaks Road Improvements with Bridge Replacement Project SPLOST 2012 (CW12-05),  
Request for Road Closure

*OK* *[Signature]*

---

Please accept this request to close Moss Oaks Road at the Big Indian Creek Bridge for a maximum of 90 days. The road will be closed to replace the existing bridge as specified in the approved contract. The contractor, Reeves Construction Company, is expected to begin work on June 15, 2020. Traffic will be re-directed with an approved detour plan.

# 8

Staff recommends acceptance of Change Order #1 with ICB on the Environmental Health Department Building project. The change order will substitute LVT flooring in lieu of carpet in existing carpeted areas and also in lieu of VCT flooring in in existing VCT floored areas.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Change Order #1 on the Environmental Health Department Building Emergency Remediation/Renovation project with International City Builders, Inc. of Macon adding \$25,060 to the original contract price of \$872,086 amending the contract price to \$897,146. There will be no change in contract time.**



**HOUSTON COUNTY BOARD OF COMMISSIONERS**

**MARK E. BAKER**  
PURCHASING AGENT

2020 KINGS CHAPEL ROAD \* PERRY, GA 31069-2828  
TELEPHONE (478) 218-4800 \* FACSIMILE (478) 218-4805

**MEMORANDUM**

**To: Houston County Board of Commissioners**

**From: Mark E. Baker**

**Cc: Barry Holland**

**Date: May 12, 2020**

**Subject: Bid# 20-33 Emergency Remediation/Renovation Environmental Health  
Department Change Order**

---

An upgrade to the flooring, at the Environmental Health Department, to luxury vinyl tile is requested. The additional contract expense of \$25,060 will be charged to SPLOST account 320-5110-54.1300.



# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Emergency Remediation/Renovation  
Environmental Health  
98 Cohen Walker Drive  
Warner Robins, GA 31088

**CONTRACT INFORMATION:**  
Contract For: General Construction

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001

Date: April 29, 2020

Date: May 8, 2020

**OWNER:** *(Name and address)*  
Houston County Board of  
Commissioners  
200 Carl Vinson Parkway  
Warner Robins, GA 31088

**ARCHITECT:** *(Name and address)*  
N/A

**CONTRACTOR:** *(Name and address)*  
International City Builders Inc.  
577 Mulberry Street, Suite 550  
Macon, GA 31201

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. ALTERNATE 1 - Install new 20-mil LVT Flooring as manufactured by Tarkett or Armstrong in lieu of new Carpet at existing Carpet Areas
2. ALTERNATE 2 – In addition to the LVT Flooring at existing Carpet areas add LVT Flooring at all VCT Flooring Areas.


Total Additions: \$25,060.00

The original Contract Sum was	\$ 872,086.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 872,086.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 25,060.00
The new Contract Sum including this Change Order will be	\$ 897,146.00

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ <b>ARCHITECT</b> <i>(Firm name)</i>	International City Builders Inc. _____ <b>CONTRACTOR</b> <i>(Firm name)</i>	Houston County Board of Commissioners _____ <b>OWNER</b> <i>(Firm name)</i>
_____ <b>SIGNATURE</b>	 _____ <b>SIGNATURE</b>	_____ <b>SIGNATURE</b>
_____ <b>PRINTED NAME AND TITLE</b>	Daryl Long, CEO _____ <b>PRINTED NAME AND TITLE</b>	Tommy Stalnaker, Chairman _____ <b>PRINTED NAME AND TITLE</b>
_____ <b>DATE</b>	4-29-2020 _____ <b>DATE</b>	_____ <b>DATE</b>

At their November 5, 2019 meeting the Board approved an agreement with Luster National for right-of-way acquisition services on the Elberta Road widening project per Task Order Number 001 which was a six-month term. That Task Order has expired, and Public Works staff has requested approval of Task Order 002 at the existing rates of compensation for another six months. Under Task Order 001, \$52,214.79 was spent in contract fees with 60% of the property deeds either in process or having been completed.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

- approve**
- disapprove**
- table**
- authorize**

**Chairman Stalnaker signing Task Order Number 002 for a term of six months under the Agreement for Consultant Services with Luster National, Inc. of Atlanta for right-of-way acquisition services on the Elberta Road widening project.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

## MEMORANDUM

OK  
*[Signature]*

**To:** Robbie Dunbar  
**From:** Ronnie Heald *RJH*  
**Date:** May 4, 2020  
**RE:** Elberta Road R/W Luster Task Order #2

---

Robbie

Task Order # 1 with Luster will expire on the 13<sup>th</sup> of May. Task Order # 1 was 6 months long with \$52,214.79 spent in contract fees. We have spent a lot of time in getting estimates for fencing, irrigation and signs. Currently the agents have completed and /or waiting for deeds for over 60% of the parcels.

Public Works is asking the County to issue "Task Order Number 002" at the existing rates of compensation for 6 more months.

Thanks



## TASK ORDER NUMBER 002

This Task Order No. 002 is made as of this \_\_\_ day of \_\_\_\_\_ 2020, under the terms and conditions established in the **AGREEMENT FOR CONSULTANT SERVICES** dated 5<sup>TH</sup> November, 2019 between **Houston County**, and **Luster National, Inc.** Let it be known that Houston County is the Owner and Luster National is the Consultant.

### Section A - Scope of Services

- Perform Right-of-Way Acquisition Services on behalf of Houston County as directed.
- Participate in internal meetings with Houston County as requested.
- Conduct site visits as necessary or as directed.
- Fully engage with landowners as necessary or as directed.
- Participation in pre-construction meetings with the County and Contractors.
- Prepare Weekly Progress Reports for Houston County Management.
- Report on projects that are behind schedule and proposed actions to recover the schedule

### Section B - Schedule

The Consultant shall perform the Services according to the following schedule:

- All work for this Task Order will commence on \_\_\_\_\_ and terminate on \_\_\_\_\_

### Section C - Compensation

In return for the performance of the foregoing obligations, Houston County shall pay to Luster National in accordance with the following schedule:

Employee's Name	Billable Hourly Rate
Acquisition Specialist #1	\$71.78
Acquisition Specialist #2	\$67.49
Acquisition Specialist #3	\$61.07

Note 1: The rates above do not include mileage, which will be paid to Luster National at the prevailing GSA rate, only while the employee is traveling inside the Houston County limits.

Note 2: The rates above do not include Other Direct Cost that Houston County may specifically ask for from a Luster Employee.

### Section D - Houston County's Responsibilities

Houston County shall perform and/or provide the following in a timely manner.

- Houston County will give notice of a start date for each position and for each project.
- Houston County will provide overall Project Management.
- Houston County will provide Final Quality Assurances for any Consultant project deliverable.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

HOUSTON COUNTY BOC  
(Owner)

LUSTER NATIONAL, INC  
(Consultant)

By: \_\_\_\_\_

By: Elizabeth Osmon

Printed Name: \_\_\_\_\_

Printed Name: Elizabeth Osmon

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 5/7/2020

Board Appointments (Library Board):

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

the following reappointments:

<b>Library Board:</b>	<b>Nicole Rosser</b>	<b>7/01/20 thru 6/30/24</b>
	<b>George F. Nunn</b>	<b>7/01/20 thru 6/30/24</b>
	<b>Shannon McNeal</b>	<b>7/01/20 thru 6/30/24</b>

Board Appointment (Middle Flint Behavioral Healthcare Community Service Board):

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the appointment of Lt. Brian Blanton to the Middle Flint Behavioral Healthcare Community Service Board filling the unexpired term of Sheriff Cullen Talton effective May 19, 2020 and expiring October 15, 2022.**

# 12

These independent contractor agreements between the County and the three local attorneys will provide for the defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest. Each of these attorneys are currently serving in this capacity and staff recommends acceptance of each contract for the coming year.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign independent contractor agreements for the purposes of providing defense of indigent persons in cases where the Houston County Public Defender's Office has declared a conflict of interest with David G. Daniell, Jonathan Perry Waters, and Jeffrey L. Grube effective July 1, 2020 through June 30, 2021.**

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF  
COMMISSIONERS OF HOUSTON COUNTY AND DAVID G. DANIELL**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (herein referred to as "County") and David G. Daniell, an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2020.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over **any** privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat



rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

Attest: \_\_\_\_\_  
Barry Holland,  
Director of Administration

CONTRACTOR

By:  \_\_\_\_\_  
David G. Daniell

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF  
COMMISSIONERS OF HOUSTON COUNTY AND JONATHAN PERRY WATERS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (herein referred to as "County") and Jonathan Perry Waters an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2020.

WITNESSETH:

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor



in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

5. **Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over any privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat



rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. **Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. **Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.



14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

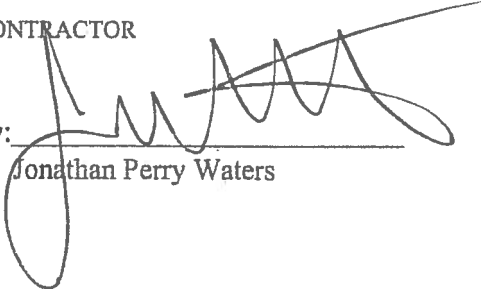
BOARD OF COMMISSIONER OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

Attest: \_\_\_\_\_  
Barry Holland,  
Director of Administration

CONTRACTOR

By: \_\_\_\_\_  
Jonathan Perry Waters



## Barry Holland

---

**From:** Kerrie George  
**Sent:** Monday, May 11, 2020 11:43 AM  
**To:** Barry Holland  
**Subject:** Independent Contractor Agreements  
**Attachments:** FY21Daniell.pdf; FY21Grube.pdf; FY21Waters.pdf

Hello Barry

Got these agreements back from the conflict attorneys. This is all of them thought you may just want to go ahead and put them on the next agenda for May 19ths meeting.

Thanks,

**Kerrie George**

Legal Secretary

County Attorney's Office

Houston County Board of Commissioners

200 Carl Vinson Parkway

Warner Robins, GA 31088

Phone: (478) 542-2012

Fax: (478) 542-2124

E-Mail: [KGeorge@houstoncountyga.org](mailto:KGeorge@houstoncountyga.org)



This message originates from the County Attorney's Office of Houston County, Georgia. This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying or other use of this message or its attachments is strictly prohibited. All personal messages express solely the sender's views and not those of the County Attorney's Office of Houston County, Georgia. This message may not be copied or distributed without this disclaimer. If you have received this message in error, please notify the sender immediately.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE BOARD OF  
COMMISSIONERS OF HOUSTON COUNTY AND JEFFREY L. GRUBE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (herein referred to as "County") and Jeffrey L. Grube an attorney duly admitted into the State Bar of Georgia to practice law, (herein referred to as "Contractor"), and is effective July 1, 2020.

**WITNESSETH:**

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Superior Court Rule 29; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreements with other entities; and

WHEREAS, the County, together with the Superior Court for the Houston Judicial Circuit, establishes the procedure for providing legal representation in cases where the Houston County Public Defender's Office has a conflict of interest; and

WHEREAS, the Contractor is qualified to provide effective and adequate legal representation to indigent persons charged with a criminal offense; and

WHEREAS, the Contractor has met all of the qualifications to apply for the contract to provide legal defense services in cases where the Houston County Public Defender's Office has declared a conflict of interest and is the successful applicant; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in the Agreement, IT IS AGREED AS FOLLOWS:

1. **Nature of Service:** In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in cases where the Houston County Public Defender's Office (herein referred to as the "Public Defender") has determined that there is a conflict of interest that prevents the Public Defender from providing legal representation to those indigent defendants in the following courts and proceedings:

- (a) Cases prosecuted in Superior Court for the Houston Judicial Circuit under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (b) Probation revocation proceedings in the Superior Court for the Houston Judicial Circuit;
- (c) Direct appeals which are first appeals, not discretionary appeals, from a decision in the cases described above.

2. **Term:** Subject to provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year, subject to an annual review of performance conducted by the County, in conjunction with the Superior Court. If the result of the review supports renewal of the Agreement, the County will provide written notice to Contractor not less than thirty (30) days prior to expiration of the contract term.

3. **Payment:**

- (a) The County agrees to pay Contractor the sum of \$85,000.00 for legal services performed during the term of this Agreement at a monthly rate of \$7,083.33, with the twelfth month rate being \$7,083.37. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc. Contractor will be entitled to funds from County for reasonable ancillary services such as the cost of experts, investigators, testing services, transcripts, etc., as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out of state travel, etc., as necessary to provide a constitutionally competent legal defense. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a court order. No other expenses incurred by Contractor

in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

**4. Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Superior Court Rule 17, then the Contractor is to immediately notify the Court or its designee, at which time another conflict attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same if necessary.

**5. Duties:** The Contractor agrees to the following duties:

- (a) **Trial Counsel.** Contractor acknowledges that he/she is serving the role as Trial Counsel and shall perform all such services in accordance with applicable case law, statutes and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility. (Uniform Superior Court Rule 29.11)
- (b) **Application Fee.** In the event the Contractor receives the \$50.00 application fee from a client, then Contractor agrees to report such receipt(s) on a monthly basis to the County, and to forward such funds to the County quarterly during the period of this Agreement.
- (c) **Priority Over Private Cases.** Contractor acknowledges that cases assigned to him/her pursuant to this Agreement will take precedence over any privately retained cases, subject to the applicability of Uniform Superior Court Rule 17.
- (d) **Assignment.** The parties recognize that the assignment of conflict defense cases to attorneys is a matter entirely within the discretion of the Court. This Agreement is based on the understanding that the Court will endeavor to assign cases to those attorneys who have contracted with the County to provide conflict indigent defense services in a manner which is consistent with Uniform Superior Court Rule 29.8. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of conflict indigent defense assignments in the Superior Court of Houston County in return for the flat

rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

**6. Termination of Agreement:** Either party may terminate this Agreement without cause at any time upon thirty (30) days written notice to the other party. As to matters pending before the Court, the presiding judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired or rendered impossible, or a willful disregard of the rights and best interests of clients under this Agreement such as leaves them impaired. Finally, a judge of the Superior Court for this county may remove Contractor from a particular case or from further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

**7. Independent Contractor Relationship:** In its relationship with the County, and for the purposes of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliances with all laws, rules and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the County. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

**8. Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** In providing the legal services required by this Agreement, Contractor will provide, at his or her own expense, all appropriate office and legal staff as necessary to provide competent legal services in the cases covered by this Agreement. This staff may consist of such attorneys, paralegals, clerks, and any and all secretarial services, as are necessary to fully discharge in a professional manner all obligations herein assumed by Contractor. Contractor represents and warrants that at all time his personnel shall be competent and that all services rendered will be sufficient to meet all constitutional requirements relating to legal services. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances, but Contractor may from time to time use other equally-competent attorneys as temporary substitutes at court appearances, if acceptable to the Court.

10. **Insurance:** Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communication of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. **Confidentiality:** The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. **Force Majeure:** Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. **Taxes:** Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. **Binding Effect:** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

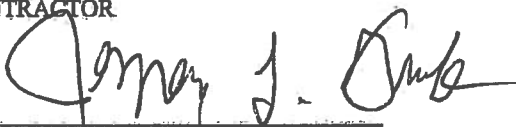
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONER OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

Attest: \_\_\_\_\_  
Barry Holland,  
Director of Administration

CONTRACTOR

By:  \_\_\_\_\_  
Jeffrey L. Grube



## Summary of bills by fund:

• General Fund (100)	\$ 283,116.35
• Emergency 911 Telephone Fund (215)	\$ 1,237.60
• Fire District Fund (270)	\$ 8,899.59
• 2006 SPLOST Fund (320)	\$ 22,723.69
• 2012 SPLOST Fund (320)	\$ 712,769.54
• 2018 SPLOST Fund (320)	\$ 408,708.55
• Water Fund (505)	\$ 108,135.14
• Solid Waste Fund (540)	<u>\$ 259,185.31</u>
Total for all Funds	\$1,804,775.77

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,804,775.77